

# COUNTY OF MONTEREY

## AMENDMENT #1 to AGREEMENT #A-13707

### Solutions West, Inc.

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and **Solutions West, Inc.** (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of temporary Eligibility Workers for the Department of Social Services between the parties executed on September 11, 2017, (hereinafter, "Original Agreement") by adding \$1,063,960, effective March 1, 2018, as needed to support the increased workload of the Community Benefits Eligibility Work staff, increasing the total contract amount to \$1,711,920 and extending the term for one additional year to June 30, 2019. Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
  - 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide temporary Eligibility Workers for the Department of Social Services.
2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
  - 2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$1,711,920.00**.
3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:
  - 3.01 The term of this Agreement is from September 1, 2017 to **June 30, 2019**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement
  - 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

ORIGINAL

4. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
<b>Exhibit BB</b>	<b>Medi-Cal History</b>
<b>Exhibit CC</b>	<b>Budget</b>
Exhibit D	Invoice
Exhibit E	Productivity Report
Exhibit F	HIPAA Certification
Exhibit G	Lobbying Certification
Exhibit H	DSS Policy & Information Packet

5. Exhibits A, B, and C of the Original Agreement are rescinded, and replaced by **Exhibits AA, BB and CC, attached.**

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

*(remainder of this page intentionally left blank)*

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Elliott Robinson  
Director, DSS

Date: \_\_\_\_\_

**Solutions West, Inc.**

By: Renee Carter  
Renee Carter, President/CEO

Renee Carter, President  
(Print Name & Title)

Date: 2/6/2018

**Approved as to Form:**

AMB  
Deputy County Counsel

Date: Feb 9, 2018

By: \_\_\_\_\_  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

[Signature]  
Auditor-Controller's Office

Date: 2-9-18

**SOLUTIONS WEST, INC.**

**Scope of Services/Payment Provisions**

*September 01, 2017 – June 30, 2019*

**I. CONTACTS**

For County: Gloria Rivera-Perez  
Monterey County Dept. of Social Services  
1000 S Main Street  
Salinas, CA 93901  
(831) 755-4777

For CONTRACTOR: Renee Carter  
Solutions West President/CEO  
P.O. Box 162639  
Sacramento, CA 95816  
(916) 469-9949

**II. BACKGROUND**

Monterey County Department of Social Services (County) has a backlog of Medi-Cal eligibility work that needs to be processed. The County has implemented major program operation changes that have required additional staff to perform new and/or changing functions. As a result of the Affordable Care Act (ACA)/Health Care Reform (HCR) the County has experienced a 109% increase in the Medi-Cal caseload from 35,491 cases pre-ACA (09/2013) to 74,329 cases as of November 2017 (**Exhibit BB Caseload History**). The County is not able to hire a sufficient number of eligibility workers to manage the workload due to the time it takes to recruit and train staff. The County has Eligibility Worker vacancies and is actively conducting recruitments. Due to the cyclical unemployment pattern in Monterey County, the County experiences an increase in applications beginning in November through March which requires shifting of resources to the intake operations in order to meet the community's needs.

Solutions West (CONTRACTOR) has experience in providing eligibility case processing services in Riverside County, and has worked with Monterey County since March 2014 providing case processing services. To date CONTRACTOR has assisted in clearing more than 31,000 tasks for ongoing cases.

### III. SERVICES TO BE PROVIDED

#### A. Eligibility Staff

CONTRACTOR shall provide a Case Processing Team consisting of 3-10 members (including one Lead Worker). The Lead Worker will be responsible for providing on-site supervision of the Team and will conduct quality reviews for up to 50% of the cases processed. Depending on the number of staff assigned each week, the number of reviews could be adjusted after discussion with the County.

Work to be completed includes:

- Process up to 11,205 Medi-Cal tasks

CONTRACTOR shall be reimbursed at an hourly rate of \$85.00 per hour (including travel) for Lead Staff, and \$80.00 per hour (including travel), or \$55.00 per hour without travel, for Eligibility Workers.

The length of the assignment for the Lead Worker will be the duration of this Agreement, unless there is agreement between CONTRACTOR and County to allow a substitute. The length of the assignment for Workers will be a minimum of one week, or 40 hours. Any exception to this policy must be mutually agreed upon by the County and CONTRACTOR. The County reserves the right to request immediate removal of a worker based on unsatisfactory performance.

#### B. Budget

The costs associated with this Agreement are summarized in the table below:

SFY 2017/18				SFY 2018/19				2017-2019
Activity	Hours	Rate	Cost	Activity	Hours	Rate	Cost	Total Cost
Lead Worker	1,460	\$85/hour	\$124,100	Lead Worker	1,460	\$85/hour	\$124,100	\$248,200
Eligibility Worker	9,148.25	\$80/hour	\$731,860	Eligibility Worker	9,148.25	\$80/hour	\$731,860	\$1,463,720
			\$855,960				\$855,960	\$1,711,920

#### C. Staffing Requirements-Hiring

- CONTRACTOR agrees to conduct a pre-employment screening and obtain references and resumes for all personnel, including verification of all professional licensure or certification.
- CONTRACTOR agrees that all personnel assigned to this contract who will perform eligibility work are current eligibility workers in IMS or ALMS agencies, or are retired workers (CONTRACTOR is solely responsible for ensuring compliance with any retirement system that may be impacted), who are eligible for reinstatement, have held permanent or probationary status in an IMS or ALMS agency.

- c) CONTRACTOR employees should be acceptable to the County and available for the entire length of the assignment. However, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification. Weekends and holidays are included for notification/replacement requirements.
- d) County reserves the right to require the replacement of any CONTRACTOR employee. If, for any reason, a replacement is required within the first eight (8) hours of service, there will be no charge to the County.
- e) CONTRACTOR agrees to replace an unsatisfactory CONTRACTOR employee within twenty-four (24) hours of notification.
- f) If at any time beyond the eight (8) hours of service, the CONTRACTOR employee is determined to be unsatisfactory, the CONTRACTOR agrees to issue and invoice credit to the County for the total charges from the point the County contact notifies the CONTRACTOR that replacement must be made.
- g) CONTRACTOR employees are solely the employees of CONTRACTOR.

#### **D. Staffing Requirements-On Site**

- a) CONTRACTOR will provide a schedule at least one (1) week in advance and confirm any changes within two (2) business days of the arrival of staff.
- b) CONTRACTOR is responsible for communicating information to its employees regarding hours of work, duration and location of assignment, expectations, dress code, and other information concerning the assignment. Prior to assignment with County, CONTRACTOR shall ensure that each employee reviews/signs the documents contained in the MCDSS Policy Packet, attached as Exhibit H to this Agreement. CONTRACTOR shall e-mail a signed Policy Packet for each employee to County's liaison ([rivera-perezg@co.monterey.ca.us](mailto:rivera-perezg@co.monterey.ca.us)) prior to placement of any employee.
- c) CONTRACTOR employees provided under the terms of this Agreement will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy was provided to the CONTRACTOR prior to the start of this Agreement.
- d) CONTRACTOR employees shall be provided a copy of CONTRACTOR's drug-free policy statement and shall adhere to the policy as a condition of employment under this Agreement.
- e) CONTRACTOR employees must possess and wear an identification card supplied by the County at all times while working. At the end of the assignment the badge will be collected by the Lead Worker and returned to County's Human Resources office.
- f) CONTRACTOR employees shall be oriented to the County's fire, disaster and department specific procedures and infection control practices by the County.

**E. Background Screening**

All CONTRACTOR employees must complete an initial pre-employment background screening prior to assignment with the County. CONTRACTOR is responsible for conducting the screenings, and all screenings will be done CONTRACTOR's expense. The background check must include Livescan fingerprinting with the Department of Justice.

CONTRACTOR shall not assign any CONTRACTOR employees with a criminal history report revealing a felony and/or misdemeanor conviction and/or pending case action.

**IV. REPORTING REQUIREMENTS**

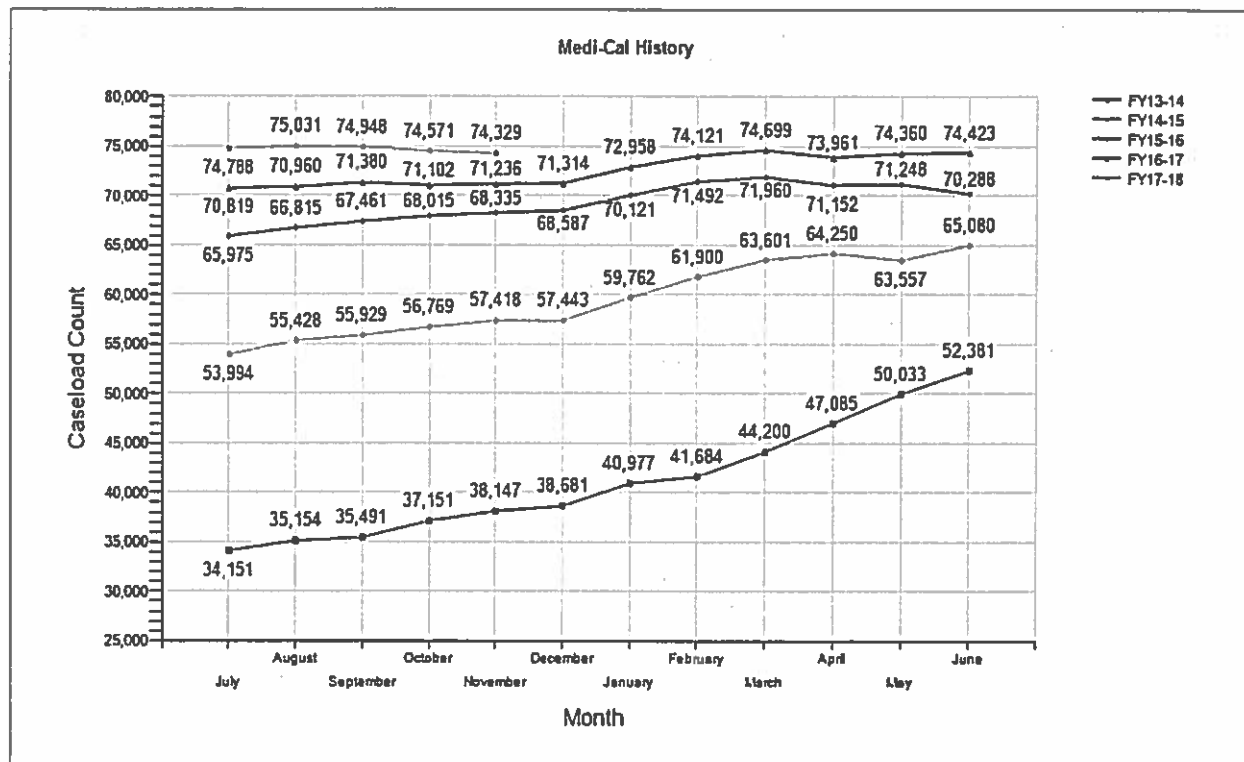
CONTRACTOR shall provide to County a weekly Productivity Report, (Exhibit E), indicating number of cases processed, hours expended, issues and other items as determined necessary for County oversight.

**V. PAYMENT PROVISIONS:**

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6 of this Agreement, PAYMENT CONDITIONS, and in the Budget, Exhibit CC. CONTRACTOR shall submit an invoice to COUNTY no later than the 10<sup>th</sup> day of the month for services rendered in the previous month. Invoices shall identify individual staff time, a summary that includes the type of case (i.e. Medi-Cal or CalFresh) and number of cases worked shall accompany the invoice. The invoice shall be presented in the form set forth in Exhibit D. Timesheets and payroll register for each individual reimbursement shall accompany the invoice.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **one million seven hundred eleven thousand nine hundred and twenty dollars (\$1,711,920.00).**

*(remainder of this page intentionally left blank)*



Month	FY12-13	FY13-14	FY14-15	FY15-16	FY17-18
July	30,551	34,151	53,994	65,975	74,788
August	30,869	35,154	55,428	66,815	75,031
September	31,243	35,491	55,929	67,461	74,948
October	31,132	37,151	56,769	68,015	74,571
November	30,662	38,147	57,418	68,335	74,329
December	30,126	38,681	57,443	68,587	
January	30,475	40,977	59,762	70,121	
February	31,296	41,684	61,900	71,492	
March	31,826	44,200	63,601	71,960	
April	31,657	47,085	64,250	71,152	
May	32,485	50,033	63,557	71,248	
June	33,115	52,381	65,080	70,288	



**SOLUTIONS WEST***September 1, 2017 – June 30, 2019***BUDGET****September 1, 2017 – June 30, 2018**

<b>Activity</b>	<b>Total</b>
Lead Worker 1,460 hours @ \$85/hour	\$124,100
Eligibility Workers 9,148.25 hours @ \$80/hour	\$731,860
<b>TOTAL:</b>	<b><u>\$855,960</u></b>

**July 1, 2018 – June 30, 2019**

<b>Activity</b>	<b>Total</b>
Lead Worker 1,460 hours @ \$85/hour	\$124,100
Eligibility Workers 9,148.25 hours @ \$80/hour	\$731,860
<b>TOTAL:</b>	<b><u>\$855,960</u></b>

**CONTRACT TOTAL: \$1,711,920**